

## Instructions for use of Standard Quitclaim Deed

1. *Do not make any changes to this form* without the prior approval of SAF/GCN-RPO (RPO) at Air Force Real Property Agency (AFRPA) (Mr. Clifford (703.696.4353/DSN 426.4353) or Mr. Frinzi (703.696.5360/DSN 426.5360)). Follow the same procedure if there are any questions or comments about these instructions or any existing or needed deed language.

2. *Do not exhibit this form to any party outside the Air Force* unless and until a draft has been approved by RPO. Prior to draft preparation, delete all references to sources at the end of sections and paragraphs; they exist for internal purposes only.

3. Clauses in ordinary font are required (but *see* 6.5 of these instructions); those in bold face are optional and should be selected for use as needed. Fill in the blanks wherever they appear in required clauses or in optional clauses that are selected. Change section and subsection headings, and internal references to sections and subsections, if a section or clause is not used.

4. In section II, enlarged bolded language appears. Rather than assume that “one size fits all,” counsel has elected to tailor the quitclaim deed to the language customarily used in each state, at least to the extent of introduction and words of conveyance. Through BRAC usage, the preferred language for section II, as well as for section III, has been developed for 16 states.<sup>1</sup> Sections II and III<sup>2</sup> for those states are attached to these instructions where the land to be conveyed is located in one of those states. Section XI (Miscellaneous) for the 16 states is also attached.

4.1. To learn the introduction and operative words of conveyance (to be used where the large bold type appears in the template, which is taken from the Florida form, as is section III) for a state that is not one of the 16, either request the SJA office to look up the state’s statutory form, or contact a title company or agent in that state for the customary quitclaim deed form. When the form is received, note if habendum language is used, and if so, enter “AND HABENDUM” in the section title after “APPURTENANCES” and include the “To have and to hold...” language at the beginning of the clause.

### 5. Some states require

5.1. Identification of the person, including address, that prepared the deed, either at the end (lower left), or at the beginning (upper left), such as Florida, for example.

5.2. The mailing address of the grantee (lower left).

5.3. Sufficient “head room” at the top of the first page for recording data.

### 6. Instructions pertaining to certain sections:

---

<sup>1</sup> Maine, New Hampshire, New York, South Carolina, Florida, Louisiana, Ohio, Indiana, Michigan, Illinois, Missouri, Arkansas, Texas, Arizona, Colorado, and California.

<sup>2</sup> Some states use an “habendum” clause (“To have and to hold”) in the quitclaim form, and where that is part of the state form, it must be used with the “appurtenance” language. Otherwise, just the appurtenance language should be used for section III. The habendum in a deed exists to confirm the quantity of the estate conveyed by the operative words (in section II), but since a quitclaim deed by its nature does not represent what, if any, quantity of estate the grantor holds, most states omit its use.

6.1. Section I: The line for “municipality” should contain the name of the legal jurisdiction, not a “place name” (post office). The base land, for example, may be located in the Township of Sands, but the post office address of the base may be Gwinn, Michigan. Insert the technical description into the body of the deed, unless it is longer than one page, in which case it may be attached as Exhibit A. If an Exhibit A is not used, adjust the exhibit lettering sequence throughout the deed, including the very last section.

6.2. Section V.A.: Check with the regional office (of where the land is located) of the Bureau of Land Management to determine whether the United States must retain the ownership of any mineral estate. To make its determination, BLM will require a technical description of the land, and preferably, some of kind of survey, plan, or map locating the land.

6.3. Section VII: One of the three alternative CERCLA covenants contained in this section must be used. The template begins with the one most commonly used where remedial action has been taken (120(h)(3)). The second alternative is the warranty for “clean” land, that is, where no remedial action was necessary (120(h)(4)). The third alternative is the hybrid clause where no remedial action has been taken under 120(h)(3), but where the land is not “clean” under 120(h)(4) (petroleum-related contamination).

6.3.1. A sample exhibit referred to in section VII.A.1 is attached to these Instructions. The same exhibit can be used for A.2. to describe the remedial action taken. If more space is needed, continue the exhibit with a “-1” on another sheet.

6.4. Section VII.B.2: Required environmental restrictive covenants are inserted here. AFPPRA has developed standard language relating to groundwater and soils protection. This language can be requested from AFPPRA and adapted to the specific needs of the land to be conveyed. The CERCLA Record of Decision will state what kinds of covenants are required by the regulators. In addition, the SJA office, in concert with the Civil Engineer, may elect clauses to be imposed by Air Force. Clauses must be drafted to fit the particular situation, and all clauses that appear in this section must be reviewed by RPO as part of the deed draft approval process *prior to sending the form to the grantee*.

6.5. Section VIII: This is called a “personal” covenant because it applies only to the first grantee from the United States. It does not run with the land the way a “real” covenant” does, that is, it does not bind the successors and assigns down through the chain of title. It “dies” once the grantee from the United States re-conveys the land. In this case, the statutory obligation of the United States relating to lead-based paint (LBP) pertains only to the immediate grantee. To learn whether this covenant must appear in a deed, and what obligations, if any, are attendant upon the Air Force and the prospective grantee regarding LBP, the base SJA or CE office should contact RPO.

6.6. Section IX.E. This is a clause required by the FAA where the land is contiguous, adjoining, or in close proximity to *civilian* air operations.

6.7. Section IX.H. This language is used only where the administrator of EPA or the governor of the state, as the case may be, has approved the conveyance of land that has not yet been remediated, but which the Air Force has agreed to remediate, or continue remediating, after the conveyance. “Early transfer” is the term commonly applied to CERCLA section 120(h)(3)(C) entitled “Deferral,” meaning the CERCLA covenant of warranty to the grantee is being deferred

pending completion of remediation. The base and command SJA and CE offices will have to be involved in any proposed “early transfer” transaction.

7. You will note that the name of the Air Force signatory in the execution block has been left blank. Both the director and deputy director of AFRPA hold delegated authority to execute deeds. Send the deed to AFRPA with this page left blank, including the acknowledgment, and the realty specialist will prepare it for execution since the director may be away from the office. For your information, as of November 2005, the director is Kathryn M. Halvorson (SES) and the deputy, Jeffrey Domm (GS 15).

8. Following the execution block for the Air Force, some states require one witness, some two, others none, for deeds. The signature page for the Air Force and accompanying acknowledgment block for the 16 states is attached to these Instructions. When obtaining quitclaim deed language for a state form not attached to these Instructions, learn what the witness requirement is for the United States as grantor, as well as any other unique requirements at the beginning or end of the document.

9. Follow the General Instructions for Document Execution for both the Air Force and for the acceptance of delivery by the grantee.